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Department of Financial Services

Service of Process

There were 1 records found that match your search criteria

Served	Received	Packet #	Case #	Defendant	Plaintiff Representative	Plaintiff Name	County	Court
10/26/2023	10/25/2023	23-000525680	2023-025194-CA-01	MINNESOTA LIFE INSURANCE COMPANY	ROBERT HUBBARD	LAKEISHA ANDERSON-JORDAN	MIAMI-DADE	11TH JUDICIAL CIRCUIT

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.
 IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.

DIVISION <input checked="" type="checkbox"/> CIVIL <input type="checkbox"/> DISTRICTS <input type="checkbox"/> OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER 2023-025194-CA-01
PLAINTIFF(S) LAKEISHA ANDERSON-JORDAN	VS. DEFENDANT(S) MINNESOTA LIFE INSURANCE COMPANY	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): MINNESOTA LIFE INSURANCE COMPANY

CHIEF FINANCIAL OFFICER

200 E. GAINES STREET

TALLAHASSEE, FL 32399

Each defendant is required to serve written defense to the complaint or petition on Plaintiff's Attorney: ROBERT C. HUBBARD

whose address is: 777 S. HARBOUR ISLAND BLVD., SUITE 300

TAMPA, FL 33602

CLOCK IN

within 20 days "Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days.
When suit is brought pursuant to 768.28, Florida Statutes, the time to respond shall be 30 days." after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT AND COMPTROLLER MIAMI-DADE COUNTY CIRCUIT AND COUNTY COURTS	BY:  galez DEPUTY CLERK	DATE 10/24/2023
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AMERICANS WITH DISABILITIES ACT OF 1990 ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

LAKEISHA ANDERSON-JORDAN

Plaintiff

Case # _____

Judge _____

vs.

MINNESOTA LIFE INSURANCE COMPANY

Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- \$8,000 or less
- \$8,001 - \$30,000
- \$30,001- \$50,000
- \$50,001- \$75,000
- \$75,001 - \$100,000
- over \$100,000.00

III. TYPE OF CASE

(If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- Condominium
- Contracts and indebtedness
- Eminent domain
- Auto negligence
- Negligence—other
 - Business governance
 - Business torts
 - Environmental/Toxic tort
 - Third party indemnification
 - Construction defect
 - Mass tort
 - Negligent security
 - Nursing home negligence
 - Premises liability—commercial
 - Premises liability—residential
- Products liability
- Real Property/Mortgage foreclosure
 - Commercial foreclosure
 - Homestead residential foreclosure
 - Non-homestead residential foreclosure
 - Other real property actions
- Professional malpractice
 - Malpractice—business
 - Malpractice—medical
 - Malpractice—other professional
- Other
 - Antitrust/Trade regulation
 - Business transactions
 - Constitutional challenge—statute or ordinance
 - Constitutional challenge—proposed amendment
 - Corporate trusts
 - Discrimination—employment or other
 - Insurance claims
 - Intellectual property
 - Libel/Slander
 - Shareholder derivative action
 - Securities litigation
 - Trade secrets
 - Trust litigation

COUNTY CIVIL

- Small Claims up to \$8,000
- Civil
- Real property/Mortgage foreclosure

- Replevins
- Evictions
 - Residential Evictions
 - Non-residential Evictions
- Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes No

IV. REMEDIES SOUGHT (check all that apply):

- Monetary;
- Nonmonetary declaratory or injunctive relief;
- Punitive

V. NUMBER OF CAUSES OF ACTION: []

(Specify)

2

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- yes
- no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- no
- yes If "yes," list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- yes
- no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- yes
- no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Robert C. Hubbard
Attorney or party

Fla. Bar # 98996
(Bar # if attorney)

Robert C. Hubbard
(type or print name)

10/23/2023
Date

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

LAKEISHA ANDERSON-JORDAN,

Plaintiff,

v.

Case No.:

MINNESOTA LIFE INSURANCE COMPANY,

Defendant.

/

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, LAKEISHA ANDERSON-JORDAN, sues Defendant, MINNESOTA LIFE INSURANCE COMPANY, and states as follows:

INTRODUCTION

1. On September 29, 2021, Corporal Terrell Jordan died after contracting COVID-19 during the course of his duties as a corrections officer at the Metro-West Detention Center. He was only forty-six (46) years old. He is survived by his wife, Lakeisha Anderson-Jordan, and his son.

2. Corporal Jordan served as a corrections officer with the Miami-Dade Corrections and Rehabilitation Department (MDCR) for over seventeen (17) years.

3. At the time of his death, Corporal Jordan was insured under a Policy (#34687) issued by Defendant, MINNESOTA LIFE INSURANCE COMPANY, to Miami-Dade County (the “Policy”).

4. The Policy is intended to provide the death benefits for law enforcement officers who are accidentally killed in the line-of-duty in accordance with the minimum requirements set forth in Florida Statutes § 112.19.

5. Indeed, the first page of the Policy explicitly states: “This policy provides accidental death coverage for police officers and firefighters which is no less restrictive tha[n] benefits specified by Florida statute 112.19.”

6. Mrs. Anderson-Jordan submitted a timely claim for benefits under the Policy.

7. However, MINNESOTA LIFE initially insisted that Corporal Jordan was not an insured under the Policy and refused to even consider Mrs. Anderson-Jordan’s claim for nearly a year.

8. After Mrs. Anderson-Jordan received confirmation from the policyholder, Miami-Dade County, that Corporal Jordan was insured under the Policy, MINNESOTA LIFE finally agreed to consider the claim.

9. However, by letter dated October 11, 2023, MINNESOTA LIFE denied coverage and refused to pay benefits.

10. Simply put, MINNESOTA LIFE’s denial is without merit and constitutes a breach of the insurance contract. Because Corporal Jordan’s death was accidental and occurred while engaged in the performance of his law enforcement duties as specified in § 112.19, Florida Statutes, Plaintiff, Lakeisha Anderson-Jordan, is entitled to payment of the Policy’s Line-of-Duty Death Benefit. Additionally, because Corporal Jordan’s accidental death in the line-of-duty occurred as a result of his response to what is reasonable believed to be an emergency involving the protection of life or property—specifically, a known outbreak involving over 188 inmates who

had COVID-19, and 1,136 inmates in quarantine in 49 housing units during this time—Plaintiff is also entitled to payment of the Policy’s Fresh Pursuit Benefit.

JURISDICTION AND VENUE

11. This is an action for damages in excess of \$50,000, exclusive of interest, costs and attorney’s fees.

12. At all relevant times, Plaintiff, Lakeisha Anderson-Jordan, was a resident of Miami-Dade County, Florida.

13. Defendant, MINNESOTA LIFE, is a foreign corporation authorized to conduct the business of insurance in Florida and which, at all times material hereto, conducted the business of insurance in Miami-Dade County, Florida.

14. Venue is proper in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

15. MINNESOTA LIFE issued a Business Travel Accident Policy (Number 34687) to the Policyholder, Miami-Dade County, effective May 7, 2021 (the “Policy”). The terms and conditions of the Policy are hereby incorporated as if fully set forth herein.

16. The Policy is in the exclusive control of Defendant and will be produced during discovery; however, a copy of the Certificate of Insurance is attached hereto as **Exhibit “A.”**

17. The Policy was delivered in and is governed by the laws of the State of Florida.

18. The Policy is a government plan and is therefore exempt from the Employee Retirement Income Security Act (“ERISA”).

19. The Policy provides accidental death benefits for law enforcement officers in accordance with the minimum requirements set forth in Florida Statutes § 112.19, which provides in relevant part:

(2)(a) The sum of \$75,000 must be paid as provided in this section when a law enforcement, correctional, or correctional probation officer, while engaged in the performance of the officer's law enforcement duties, is accidentally killed or receives accidental bodily injury which results in the loss of the officer's life, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.

(b) The sum of \$75,000 must be paid as provided in this section if a law enforcement, correctional, or correctional probation officer is accidentally killed as specified in paragraph (a) and the accidental death occurs: ...

2. As a result of the officer's response to what is reasonably believed to be an emergency; ...

This sum is in addition to any sum provided for in paragraph (a).

...

20. Consistent with the benefits outlined in the statute, the Policy provides coverage for the following hazards:

Fresh Pursuit Coverage for Policy Officers and Firefighters:

This Description of Hazards covers accidental death resulting from a police officer's: ...

(2) response to what is reasonably believed to be an emergency.

Line of Duty Hazard

If an insured employee is a law enforcement officer or fighter as defined under Florida Statutes 112.19 and 112.191 (hereinafter "public safety officer") and suffers a covered loss which occurs while he or she is performing his or her customary duties for the employer, we will pay a benefit for the covered loss as provided in the section entitled, "What is the amount of the accidental death and dismember benefit?"

The loss must be incurred while the member is taking action that by rule, regulation, law or condition of employment that they are obligated or authorized to take as a public safety officer. The action must be taken in the course of reducing crime, criminal law enforcement, public safety response, or fire suppression, including such action taken in response to an emergency while off duty. For public safety officers, Line of Duty includes social ceremonial or athletic functions to which the member is assigned and for which they are paid as a public safety officer by the policyholder.

...

21. At all relevant times, Corporal Jordan was actively employed full-time with the Miami-Dade Corrections and Rehabilitation Department (MDCR), and as such, he was an insured covered under the Policy.

22. During his tenure with the MDCR, Corporal Jordan worked in various areas within the Department's detention facilities with his last primary assignment being Metro-West Detention Center, which houses over 2,000 inmates.

23. In August 2021, despite extensive preventative measures to mitigate COVID-19, the MDCR had over 188 inmates confirmed positive for COVID-19, and 1,136 inmates in quarantine in 49 housing units.

24. As a first-line supervisor, Corporal Jordan's responsibilities included overseeing Correctional Officers in the care, custody and control of inmates; maintain order and constant vigilance over inmates during all phases of jail operations; serving as a first responder requiring him to respond to medical and other emergencies; intervening and preventing incidents of inmate violence; supervising the distribution of meals and medication to inmates; safely escorting inmates through the facility; and searching inmates for contraband.

25. Corporal Jordan fell ill with COVID-19 symptoms and his last day of work was August 19, 2021. He received a confirmed positive test several days later on August 22, 2021.

26. On September 1, 2021, Corporal Jordan was hospitalized.

27. Corporal Jordan's symptoms continued to worsen, and on September 29, 2021, he passed away.

28. The MDCR and the Florida Department of Law Enforcement have since acknowledged that Corporal Jordan lost his life in the line of duty for the safety and protection of others.

29. In May of 2022, Corporal Jordan received special recognition during the National Police Week Ceremonies in Washington, DC, which honor those law enforcement officers who lost their lives in the line of duty.

30. Corporal Jordan's surviving spouse, Plaintiff Lakeisha Anderson-Jordan, timely submitted a claim for benefits under the Policy.

31. Plaintiff complied with all policy conditions or such compliance was waived by MINNESOTA LIFE.

32. Nevertheless, MINNESOTA LIFE incorrectly denied coverage and refused to pay benefits due and owing under the Policy. See Denial Letter, attached hereto as **Exhibit "B."**

**COUNT I – BREACH OF CONTRACT
LINE-OF-DUTY HAZARD**

33. Plaintiff restates and incorporates by reference the allegations in paragraphs 1 through 32 as if fully set forth herein.

34. At all relevant times, Corporal Jordan was employed by the Miami-Dade Corrections and Rehabilitation Department (MDCR) and was a law enforcement or corrections officer within the meaning of Florida Statutes § 112.19; therefore, Corporal Jordan was an insured under the Policy.

35. Corporal Jordan, while engaged in the performance of his law enforcement duties, was accidentally killed and/or received accidental bodily injury which subsequently resulted in his death.

36. Corporal Jordan's death was not the result of suicide and/or such bodily injury was not intentionally self-inflicted.

37. Further, Corporal Jordan's death occurred as a result of his response to what was reasonably believed to be an emergency involving the protection of life or property—an outbreak of COVID-19 at the detention facility.

38. Under the circumstances, Corporal Jordan's accidental death is payable under Florida Statutes § 112.19(2)(a) and, therefore, is covered under the Policy's Line of Duty hazard.

39. There are no applicable exclusions in the Policy, and even if there were, such exclusions are unenforceable because they would conflict with Florida Statutes § 112.19.

40. Plaintiff submitted a timely claim and complied with all conditions precedent to coverage.

41. Defendant was required to tender payment for the Line-of Duty Hazard to Plaintiff.

42. However, Defendant refused to pay any benefits and wrongfully denied coverage—thereby breaching the Policy.

43. Plaintiff has satisfied all conditions precedent to bringing this action or, in the alternative, such conditions have been waived by Defendant.

44. As a result of Defendant's breach, Plaintiff has suffered and continues to suffer damages.

45. Further, Plaintiff has retained the undersigned law firm and is entitled to a reasonable attorney's fee pursuant to Florida Statute §627.6698, Florida Statute §627.428, or its/their equivalent.

WHEREFORE, Plaintiff, LAKEISHA ANDERSON-JORDAN, demands judgment against Defendant, MINNESOTA LIFE INSURANCE COMPANY, for damages in the amount of the Fresh Pursuit due and owing under the Policy, pre- and post-judgment interest, costs, and

attorney's fees pursuant to Florida Statute §627.6698, Florida Statute §627.428, or its/their equivalent, as well as any such further relief this Court deems just and proper.

**COUNT II – BREACH OF CONTRACT
FRESH PURSUIT HAZARD**

46. Plaintiff restates and incorporates by reference the allegations in paragraphs 1 through 45 as if fully set forth herein.

47. At all relevant times, Corporal Jordan was employed by the Miami-Dade Corrections and Rehabilitation Department (MDCR) and was a law enforcement or corrections officer within the meaning of Florida Statutes § 112.19; therefore, Corporal Jordan was an insured under the Policy.

48. Corporal Jordan, while engaged in the performance of his law enforcement duties, was accidentally killed and/or received accidental bodily injury which subsequently resulted in his death.

49. Corporal Jordan's death was not the result of suicide and/or such bodily injury was not intentionally self-inflicted.

50. Further, Corporal Jordan's death occurred as a result of his response to what was reasonably believed to be an emergency involving the protection of life or property—an outbreak of COVID-19 at the detention facility.

51. Under the circumstances, Corporal Jordan's accidental death is payable under Florida Statutes § 112.19(2)(b) and, therefore, is covered under the Policy's Fresh Pursuit Hazard.

52. There are no applicable exclusions in the Policy, and even if there were, such exclusions are unenforceable because they would conflict with Florida Statutes § 112.19.

53. Plaintiff submitted a timely claim and complied with all conditions precedent to coverage.

54. Defendant was required to tender payment for the Line-of Duty Hazard to Plaintiff.

55. However, Defendant refused to pay any benefits and wrongfully denied coverage—thereby breaching the Policy.

56. Plaintiff has satisfied all conditions precedent to bringing this action or, in the alternative, such conditions have been waived by Defendant.

57. As a result of Defendant's breach, Plaintiff has suffered and continues to suffer damages.

58. Further, Plaintiff has retained the undersigned law firm and is entitled to a reasonable attorney's fee pursuant to Florida Statute §627.6698, Florida Statute §627.428, or its/their equivalent.

WHEREFORE, Plaintiff, LAKEISHA ANDERSON-JORDAN, demands judgment against Defendant, MINNESOTA LIFE INSURANCE COMPANY, for damages in the amount of the Fresh Pursuit Benefit due and owing under the Policy, pre- and post-judgment interest, costs, and attorney's fees pursuant to Florida Statute §627.6698, Florida Statute §627.428, or its/their equivalent, as well as any such further relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all matters so triable.

DATED this 23rd day of October, 2023.

Respectfully submitted,

/s/ Robert C. Hubbard

George A. Vaka, Esquire

Florida Bar No.: 374016

Robert C. Hubbard, Esquire

Florida Bar No.: 098996

VAKA LAW GROUP, P.L.

777 S. Harbour Island Blvd., Ste. 300

Tampa, Florida 33602
Phone: (813) 549-1799
Fax: (813) 549-1780
gvaka@vakalaw.com
rhubbard@vakalaw.com
rtiernan@vakalaw.com

Counsel for Plaintiff

Accidental Death and Dismemberment Certificate of Insurance



Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098 • 1-866-293-6047

Applies to Classes 1, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a, 5b and 8

Effective May 7, 2021

Policyholder: Miami-Dade County

Policy Number: 34687

For inquiries or to obtain information about coverage and to provide assistance in resolving complaints, please call: 1-866-293-6047

This policy provides accidental death coverage for police officers and firefighters which is no less restrictive than benefits specified by Florida statutes 112.19, paragraphs 20a, b, c, f and j; 112.191, paragraphs 2)a, b, c and i.

Read Your Certificate Carefully

You are insured under the group policy shown on the certificate specifications page. This certificate summarizes the principal provisions of the group policy that affect you. The provisions summarized in this certificate are subject in every respect to the group policy. You may examine the group policy at the principal office of the policyholder during regular working hours.



Secretary

Legal Actions

No legal action may be brought to recover on this certificate within the first sixty days after written proof of loss has been given as required by this certificate. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.



President

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ACCIDENTAL DEATH AND DISMEMBERMENT CERTIFICATE OF INSURANCE • NONPARTICIPATING

AD&D INSURANCE CERTIFICATE SPECIFICATIONS PAGE

GENERAL INFORMATION

POLICYHOLDER:	Miami-Dade County	POLICY NUMBER: 34687
ASSOCIATED COMPANIES:	All subsidiaries and affiliates reported to Minnesota Life by the policyholder for inclusion in the policy	
POLICY EFFECTIVE DATE:	January 1, 2019. This specifications page represents the plan of insurance in effect as of May 7, 2021.	
This certificate and/or certificate specifications page replaces any and all certificates and/or certificate specifications pages previously issued to you under the group policy. Please replace any certificate and/or certificate specifications page previously issued to you with this new certificate and/or specifications page.		
GROUP:	The group is composed of all eligible Miami-Dade County Employees in the following classes:	
Class 1a	All Police Officers of the Policyholder in the following Municipalities: Bal Harbour, Bay Harbor, Biscayne Park, El Portal, Florida City, Golden Beach, Hialeah Gardens, Homestead, Indian Creek, Miccosukee Indian Tribe, North Miami Beach, Opa-Locka, Sweetwater, Virginia Gardens, West Miami.	
Class 1b	All Police Officers of the Policyholder in the following Municipalities: North Miami	
Class 2a	All Miami-Dade County Firefighters of the Policyholder (with basic term life and optional term life provided through Minnesota Life)	
Class 2b	All Miami-Dade Employee Firefighters of the Policyholder (with basic term life provided through the Union and optional term life provided through Minnesota Life)	
Class 3a	All Clerical, Administrative, Managerial and Supervisory employees of the Policyholder in the following Municipalities: Bal Harbour, Bar harbor, Biscayne Park, El Portal, Florida City, Golden Beach, Hialeah Gardens, Indian Creek, Miccosukee Indian Tribe, Opa-Locak, Public Health Trust, Sweetwater, Virginia Gardens, West Miami.	
Class 3b	All Clerical, Administrative, managerial and Supervisory Employees of the Policyholder in Miami-Dade County	
Class 4a	All other employees of the Policyholder, including Board Members in the following Municipalities: Bal Harbour, Bay Harbor, Biscayne Park, Florida City, Golden Beach, Hialeah Gardens, Public Health Trust, Virginia Gardens, Miccosukee Indian Tribe, North Miami Beach	
Class 4b	All Judges in Miami-Dade County, all other employees of the Policyholder including Non-County Employees (HFA, DCID) in Miami-Dade County	
Class 5a	All sworn Miami-Dade County Employees who are members of the Dade County Policy Benevolent Association Bargaining Unit.	
Class 5b	All non-sworn Miami-Dade County Employees who are members of the Dade County Police Benevolent Association Bargaining Unit.	

Class 8 All active Commissioners

ENROLLMENT PERIOD: 90 days from the first day of eligibility for contributory insurance.

WAITING PERIOD: None

MINIMUM HOURS PER WEEK REQUIREMENT: 60 hours bi-weekly

PLAN OF INSURANCE

EMPLOYEE BENEFIT SCHEDULE

EMPLOYEE INSURANCE:

Basic Insurance

Hazard I:

<u>Eligible Class</u>	<u>Amount of Insurance</u>
Class 1a, 2a, 2b	\$75,000 (Principal Sum)
Class 1b	None
Class 3a, 3b, 4a, 5a, 5b, 8	\$25,000 (Principal Sum)

Hazard II:

<u>Eligible Class</u>	<u>Amount of Insurance</u>
Class 1a, 1b, 2a, 2b	\$225,000 (Principal Sum)
Class 3a, 3b, 4a, 4b, 5a, 5b, 8	None

Additional Coverage:

Child Care Benefit	\$2,000
Dependent Child Education	\$2,000
Spouse Education	\$2,000

Hazard III

<u>Eligible Class</u>	<u>Amount of Insurance</u>
Class 1a, 2a, 2b	\$75,000 (Principal Sum)
Class 1b, 3a, 3b, 4a, 4b, 5a, 5b, 8	None

EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

Eligible Class Amount of Insurance

All Classes The amount of insurance will be a percentage of the amounts shown above as shown in the loss schedule outlined in the certificate.

GENERAL PROVISIONS FOR EMPLOYEE INSURANCE

CONTRIBUTORY/ NONCONTRIBUTORY: All coverage is Non-contributory

CERTIFICATE SUPPLEMENT (found later in the document)

Business Travel Accident Applies to all Classes

Definitions

associated company

Any company which is a subsidiary or affiliate of the policyholder which is designated by the policyholder and agreed to by us to participate under the group policy.

contributory insurance

Insurance for which the employee is required to make premium contributions.

employee

An individual who is employed by the policyholder or by an associated company. A sole proprietor will be considered the employee of the proprietorship. A partner in a partnership will be considered an employee so long as the partner's principal work is the conduct of the partnership's business. The term employee does not include temporary employees, seasonal employees nor corporate directors who are not otherwise employees.

employer

The policyholder or any designated associated company.

insured

A person who is eligible for and becomes insured under the terms of this certificate.

licensed physician

An individual who is licensed to practice medicine or treat illness in the state in which treatment is received. The physician cannot be you or your spouse, children, parents, grandparents, grandchildren, brothers or sisters, or the spouse of any such individuals.

non-work day

A day on which the employee is not regularly scheduled to work, including scheduled time off for vacations, personal holidays, weekends and holidays, and approved leaves of absence for non-medical reasons.

Non-work day does not include time off for medical leave of absence, temporary layoff, employer suspension of operations in total or in part, strike, and any time off due to sickness or injury including sick days, short-term disability, or long-term disability.

noncontributory insurance

Insurance for which the employee is not required to make premium contributions.

policyholder

The owner of the group policy as shown on the specifications page attached to this certificate.

waiting period

The period, if any, of continuous employment with the employer that the employee must satisfy prior to becoming eligible for coverage under this certificate. Any such waiting period is shown on the specifications page attached to this certificate.

we, our, us

Minnesota Life Insurance Company.

you, your, certificate holder

An insured employee.

General Information

What is your agreement with us?

This certificate summarizes the principal provisions of your accidental death and dismemberment insurance provided by the group policy. The provisions summarized in this certificate are subject in every respect to the group policy. Your signed application is deemed a part of this certificate.

Any statements made in your application will, in the absence of fraud, be considered representations and not warranties. Also, any statement made will not be used to void your insurance nor defend against a claim unless the statement is contained in your signed application, and a copy containing the statement is furnished to you, the beneficiary, or your or the beneficiary's personal representative.

This certificate is issued in consideration of your application and the payment of the required premium.

In making any benefits determination under this certificate and the group policy, we shall have the discretionary authority both to determine an individual's eligibility for benefits and to construe the terms of this certificate and the group policy.

Can this certificate be amended?

Yes. Your consent is not required to amend this certificate. Any amendment will be without prejudice to any claim for benefits incurred prior to the effective date of the amendment.

Who is eligible for insurance?

An employee is eligible if he or she:

- (1) is a member of the eligible group and of an eligible class as shown on the specifications page attached to this certificate; and
- (2) works for the employer for at least the number of hours per week shown as the minimum hours per week requirement on the specifications page attached to this certificate; and

- (3) has satisfied the waiting period as shown on the specifications page attached to this certificate; and
- (4) meets the actively at work requirement described in the "What is the actively at work requirement?" provision of this section.

All new employees or members in the groups or classes eligible for such insurance will be added to such groups or classes for which they are respectively eligible.

What is the actively at work requirement?

To be eligible to become insured or to receive an increase in the amount of insurance, an employee must be actively at work fully performing his or her customary duties for his or her regularly scheduled hours at the employer's normal place of business, or at other places the employer's business requires him or her to travel.

Employees not working due to illness or injury do not meet the actively at work requirement nor do employees receiving sick pay, short-term disability benefits or long-term disability benefits.

If the employee is not actively at work on the date coverage would otherwise begin, or on the date an increase in his or her amount of insurance would otherwise be effective, he or she will not be eligible for the coverage or increase until he or she returns to active work. However, if the absence is on a non-work day, coverage will not be delayed provided the employee was actively at work on the work day immediately preceding the non-work day.

Except as otherwise provided for in this certificate, an employee is eligible to continue to be insured only while he or she remains actively at work.

When does a certificate holder's insurance become effective?

Your insurance becomes effective on the date that all of the following conditions have been met:

- (1) You meet all eligibility requirements; and
- (2) if required, you apply for insurance on forms which are approved by us; and
- (3) we receive the required premium.

Can an insured's coverage be continued during the employee's sickness, injury, leave of absence or temporary layoff?

Yes. The employer may continue your noncontributory insurance or allow you to continue your contributory insurance when you are absent from work due to sickness, injury, leave of absence, or temporary layoff.

Continuation of your insurance is subject to certain time limits and conditions as stated in the certificate. If you stop active work for any reason, you should discuss with the employer what arrangements may be made to continue your insurance.

Premiums

When and how often are premiums due?

Unless the policyholder and we have agreed to some other premium payment procedure, any premium contributions you are required to make for contributory insurance are to be paid by you to the policyholder on a monthly basis. We apply premiums consecutively to keep the insurance in force.

How is the premium determined?

The premium will be the premium rate multiplied by the number of \$1,000 units of insurance in force on the date premiums are due. The premium may also be computed by any other method on which you and we agree.

We will provide the policyholder with advance notice of at least 45 days for any change in rates. If we fail to provide the policyholder with the 45 day advance notice, the coverage will remain in force with the existing rates until after the 45 day notice is given or replacement coverage has been obtained, whichever occurs first.

Accidental Death and Dismemberment Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury means that an insured's death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen.

The injury must occur while the insured's coverage is in force. The insured's death or dismemberment must occur within 365 days after the date of the injury and while his or her coverage is in force.

What is the amount of the accidental death and dismemberment benefit?

The amount of the benefit shall be a percentage of the amount of insurance shown on the specifications page attached to this certificate. The percentage is determined by the type of loss as shown in the following table:

TYPE OF LOSS	PERCENT OF AMOUNT OF INSURANCE
Life	100%
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
One Hand and One Foot	100%
One Foot and Sight of One Eye	100%
One Hand and Sight of One Eye	100%
Sight of One Eye	50%
Speech or Hearing	50%
One Hand or One Foot	50%
Thumb and Index finger of One Hand	25%

Loss of hands or feet means complete severance at or above the wrist or ankle joints. Loss of sight, speech, or hearing means the entire and irrecoverable loss of sight, speech, or hearing which cannot be corrected by medical or surgical treatment or by artificial means. Loss of thumb or finger means complete severance at or above the metacarpophalangeal joints (the joints closest to the palm of the hand).

A benefit is not payable for both loss of one hand and the loss of thumb and index finger of one hand for injury to the same hand as a result of any one accident. Under no circumstance will more than one payment be made for the loss or paralysis of the same limb, eye, finger, thumb, hand, foot, sight, speech, or hearing if one payment has already been made for that loss.

Benefits may be paid for more than one accidental injury, but the total amount of insurance payable under this certificate for any one accident not including any amount paid according to the terms of the Additional Benefits section of this certificate will never exceed the insured's full amount of insurance shown on the specifications page attached to this certificate.

What are the notice of claim and proof of loss requirements?

Written notice of injury on which a claim may be based must be given to us within 20 days after the accident. Written proof of loss must be furnished to us within 90 days after the date of loss. However, failure to give such notice and proof within the time provided will not invalidate the claim if it is shown that notice and proof were given as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

When we receive written notice of claim, we will send the claimant our claim forms if he or she needs them. If the claimant does not receive the forms within 15 days, we will accept his or her written description as proof of loss.

When will the accidental death or dismemberment benefit be payable?

We will pay the accidental death or dismemberment benefit upon receipt at our home office of written proof satisfactory to us that an insured died or suffered a covered dismemberment as a result of a covered accidental injury. The benefit will be paid in a single sum or in any other method agreeable to the beneficiary and us.

To whom will we pay the accidental death or dismemberment benefit?

In the case of your accidental death, we will pay the accidental death benefit to the beneficiary or beneficiaries. The benefit for all other losses sustained by you will be paid to you, if living, otherwise to your estate.

A beneficiary is named by you to receive the accidental death benefit to be paid at your accidental death. You may name one or more beneficiaries.

You may also choose to name a beneficiary that you change without the beneficiary's consent. This is called an irrevocable beneficiary.

If there is more than one beneficiary, each will receive an equal share, unless you have requested another method in writing. To receive the accidental death benefit, a beneficiary must be living at the time of your accidental death. In the event a beneficiary is not living at the time of your accidental death, that beneficiary's portion of the accidental death benefit shall be equally distributed to the remaining surviving beneficiaries.

In the event of the simultaneous deaths of you and a beneficiary, the accidental death benefit will be paid as if you survived the beneficiary.

If there is no eligible beneficiary, or if you do not name one, we will pay the accidental death benefit to:

- (1) your lawful spouse, if living, otherwise;
- (2) your natural or legally adopted child (children) in equal shares, if living, otherwise;
- (3) your parents in equal shares, if living, otherwise;
- (4) your natural or legally adopted siblings, in equal shares, if living, otherwise;
- (5) the personal representative of your estate.

Can you add or change beneficiaries?

Yes. You can add or change beneficiaries if all of the following are true:

- (1) your coverage is in force; and
- (2) we have written consent of all irrevocable beneficiaries; and
- (3) you have not assigned the ownership of your insurance.

A request to add or change a beneficiary must be made in writing or by any other method made available under the plan. A change will take effect as of the date it is signed but will not affect any payment we make or action we take before receiving your request.

Exclusions

What are the exclusions under this certificate?

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment results from or is caused directly or indirectly by any of the following:

- (1) intentionally self-inflicted injury or self-destruction, whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or

- (3) war or any act of war, whether declared or undeclared; or
- (4) service in the military of any nation.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits. Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment section, unless otherwise stated. All provisions of the certificate, including but not limited to the exclusions listed under the "What does accidental death or dismemberment by accidental injury mean?" section, shall apply to these additional benefits.

Disappearance Benefit

What is the disappearance benefit?

If an insured's body has not been found after one year from the date the conveyance in which he or she was traveling disappeared, exploded, sank, became stranded, made a forced landing or was wrecked, it shall be presumed, subject to all other terms of the certificate and proof satisfactory to us that the accident occurred and the insured was a passenger on the conveyance, that the insured has died as a result of an accidental injury which was unintended, unexpected and unforeseen. Such death shall be considered a covered loss under this certificate.

Exposure Benefit

What is the exposure benefit?

A loss due to exposure to the elements will be covered as if it were due to injury, provided such loss results from unavoidable exposure to the elements by reason of a covered accident.

Total and Permanent Accidental Disability Weekly Benefit. (Applies to Classes 1a, 1b & 2b only)

What is the total and permanent accidental disability weekly benefit?

If an insured employee becomes totally and permanently disabled as a result of a covered accident for which a benefit is not already payable under the schedule of losses, subject to all exclusions and limitations, we will pay a weekly benefit of \$100, subject to a weekly maximum benefit of 80% of the insured's salary. Such payments will continue until the earliest of:

- (1) The date 52 weekly payments have been made; or
- (2) the date the insured employee recovers so that he or she is no longer totally and permanently disabled; or

- (3) the date the insured employee fails to furnish proof of continued disability when requested or refuses to submit to a required medical examination; or
- (4) the date of the insured employee's death. If an accidental death payment is due under this rider, the amount of such payment will be reduced by the amount of business travel accident insurance paid under this total and permanent monthly accidental disability benefit.

A total and permanent accidental disability is an accidental disability which has continued for at least 12 consecutive months and prevents the insured from performing his or her occupation, and thereafter continuously prevents the insured employee from engaging in occupation for which he/she is suited by education, training and experience.

Termination

When does your insurance end?

Your insurance ends on the earliest of the following:

- (1) the date the group policy ends; or
- (2) the date you no longer meet the eligibility requirements, if any; or
- (3) 31 days (the grace period) after the due date of any unpaid premium if the premium remains unpaid at that time.

If your insurance under this certificate terminates due to non-payment of premiums, your coverage may be reinstated if all premiums due are paid and received by us within 31 days of the date of termination and during your lifetime.

Can your coverage be reinstated after termination?

Yes. When your coverage terminates because you are no longer eligible, and you subsequently become eligible again, the employer may reinstate such coverage under this certificate, according to its own rules and time frames, without the need to satisfy any waiting period.

When does the group policy terminate?

The policyholder may terminate the group policy by giving us 31 days prior written notice. We reserve the right to terminate the group policy on the earliest of the following to occur:

- (1) 31 days (the grace period) after the due date of any premiums which are not paid; or
- (2) 45 days after we provide you with notice of our intent to terminate this policy.

Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured medically examined at our expense whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in the case of death.

What if an insured's age has been misstated?

If an insured's age has been misstated, the accidental death or dismemberment benefit payable will be that amount to which the insured is entitled based on his or her correct age. A premium adjustment will be made so that the actual premium required at your correct age is paid.

When does an insured's insurance become incontestable?

Except for fraud or the non-payment of premiums, after the insured's insurance has been in force during his or her lifetime for two years from the effective date of his or her coverage, we cannot contest the insured's coverage.

However, if there has been an increase in the amount of insurance for which the insured was required to apply, then, to the extent of the increase, any loss which occurs within two years of the effective date of the increase will be contestable.

Any statements the insured makes in his or her application will, in the absence of fraud, be considered representations and not warranties. Also, any statement an insured makes will not be used to void his or her insurance, or defend against a claim, unless the statement is contained in the application attached to the insured's certificate.

Who is the owner of this coverage?

Unless assigned otherwise, the insured employee is the owner of all coverage provided under this certificate. Only the owner has the right to exercise ownership rights under the certificate, including but not limited to naming or changing a beneficiary, changing the amount of insurance, assigning any or all ownership rights, converting coverage to an individual policy and terminating the coverage.

Can your insurance be assigned?

Yes. However, we will not be bound by an assignment of the certificate or of any interest in it unless it is made as a written instrument, the certificate holder files the original instrument or a certified copy with us at our home office, and we send the certificate holder an acknowledged copy.

We are not responsible for the validity of any assignment. A certificate holder is responsible for ensuring that the assignment is legal in his or her state and that it accomplishes his or her intended goals.

If a claim is based on an assignment, we may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.

Can a change in ownership for a certificate be requested?

Yes. A change in ownership is a type of assignment. All provisions for assignments apply to ownership changes.

Will the provisions of this certificate conform with state law?

Yes. If any provision in this certificate or in the group policy is in conflict with the laws of the state governing the group policy or the certificates, the provision will be deemed to be amended to conform to such laws.

Business Travel Accident Certificate Supplement

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Statement to Policyholders

If you have any questions regarding this certificate supplement, or if you need assistance in resolving a complaint, you can contact us at: Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, MN 55101-2098. Toll-Free Telephone Number: 1-800-843-8358.

General Information

This supplement is issued in consideration of the required premium and is subject to every term, condition, exclusion, limitation, and provision of the certificate of insurance unless otherwise expressly provided for herein. Coverage under this supplement will not be included in any insurance issued under the conversion right section of the certificate.

What does this supplement provide?

This supplement provides a benefit for certain business travelers' accidental death and dismemberment which occurs as a result of an accidental injury that is sustained during certain business related travel.

Who is eligible for insurance under this supplement?

The following classes of travelers are eligible to be insured under this supplement:

Class 1a: All Police Officers of the Policyholder the following Municipality: Bal Harbour, Bay Harbor, Biscayne Park, El Portal, Florida City, Golden Beach, Hialeah Gardens, Homestead, Indian Creek, Miccosukee Indian Tribe, North Miami Beach, Opa-Locka, Sweetwater, Virginia Gardens, West Miami

Class 1b: All Police Officers in Miami-Dade County

Class 2a: All Miami-Dade County Firefighters of the Policyholder (with basic term and optional term life provided through Minnesota Life)

Class 2b: All Miami-Dade County Employee Firefighters of the Policyholder (with basic term life insurance provided through the Union and optional term life insurance provided through Minnesota Life).

Class 3a: All Clerical, Administrative, Managerial and Supervisory employees of the Policyholder in the following Municipalities: Bal Harbour, Bar harbor, Biscayne Park, El Portal, Florida City, Golden Beach, Hialeah Gardens,

Indian Creek, Miccosukee Indian Tribe, Opa-Locka, Public Health Trust, Sweetwater, Virginia Gardens, West Miami.

Class 3b: All Clerical, Administrative, Managerial and Supervisory Employees of the Policyholder in Miami-Dade County.

Class 4a: All other employees of the Policyholder, including Board Members in the following Municipalities: Bal Harbour, Bay Harbor, Biscayne Park, Florida City, Golden Beach, Hialeah Gardens, Public Health Trust, Virginia Gardens, Miccosukee Indian Tribe, North Miami Beach.

Class 4b: All Judges in Miami-Dade County, and all other Employees of the Policyholder including Non-County Employees (HFA, DCIDA) in Miami-Dade County.

Class 5a: All sworn Miami-Dade County Employees who are members of the Dade County Police Benevolent Association Bargaining Unit.

Class 5b: All non-sworn Miami-Dade County Employees who are members of the Dade County Police Benevolent Association Bargaining Unit.

Class 8: All active Commissioners.

When does insurance under this supplement become effective?

A person will become insured on the date he or she becomes eligible for the insurance, provided we have received the required premium for this supplement.

Definitions

Airworthiness Certificate

"Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the government authority having jurisdiction over civil aviation in the country of registry.

Injury

A person is covered for bodily injury that results directly and independently of all other causes from an accident which occurred while covered under this policy and in the manner specified in the Hazards which applies to his or her class. Injury also includes:

- 1) An occupational condition or impairment of health of a fireman or any law enforcement officer or correctional officer caused by tuberculosis, heart disease or hypertension resulting in death shall be

presumed to be accidental, suffered in the line of duty and a covered injury.

To be entitled to this presumption, the definitions and requirement of Florida State Statute Section 112.18 must be met.

- 2) Any firefighter, paramedic, emergency medical technician, law enforcement officer or correctional officer who suffers an occupational condition or impairment of health that is caused by hepatitis, meningococcal meningitis or tuberculosis that requires medical treatment and that results in death shall be presumed to have been accidental and a covered injury. To be entitled to this presumption, the definitions and requirements of Florida State Statute Sections 112.181 must be met.
- 3) Any covered firefighter, paramedic, emergency medical technician, law enforcement officer or correctional officer who suffers an occupational condition or impairment of health that is caused by exposure to a toxic substance, adverse results or complications from a small pox vaccination or a mental or nervous injury, that requires medical treatment and results in death shall be presumed to have been accidental and a covered injury. To be entitled to this presumption, the definitions and requirements of Florida State Statute Sections 112.1815 must be met.

Passenger

A person not performing as a pilot, operator or crew member of a conveyance.

Policyholder Aircraft

Any aircraft with a current and valid Airworthiness Certificate and owned, leased or operated by the policyholder.

Coverage for policyholder owned or leased aircraft also includes the temporary use of a substitute aircraft, with no greater seating capacity,

if the policyholder owned or leased aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction.

Specialized Aviation Activity

An aircraft while it is being used for one or more of the following activities:

- (1) acrobatic or stunt flying;
- (2) racing;
- (3) any endurance tests;
- (4) crop dusting;
- (5) crop seeding;
- (6) crop spraying;
- (7) fire fighting;
- (8) exploration;

- (9) pipe line inspection;
- (10) power line inspection;
- (11) any form of hunting;
- (12) bird or fowl herding;
- (13) aerial photography;
- (14) banner towing;
- (15) any test or experimental purpose;
- (16) any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted.

Trip

A trip taken by an insured which begins when the insured leaves his or her residence or place of regular employment for the purpose of going on the trip (whichever occurs last), and is deemed to end when the insured returns from the trip to his or her residence or place of regular employment (whichever occurs first). However, the trip is deemed to exclude any period of time during which the insured is on an authorized leave of absence or vacation or travel to and from the insured's place of regular employment.

While on the business of the policyholder

While on assignment by or at the direction of the policyholder for the purpose of furthering the business of the policyholder, but does not include any period of time:

- (1) during the course of everyday travel to and from work; or
- (2) during an authorized leave of absence or vacation.

Accidental Death and Dismemberment Benefit

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this supplement means that the insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected, and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this supplement is in force. The injury must be sustained under the circumstances of the Description(s) of Hazards that apply to the insured. The insured's death or dismemberment must occur within 365 days after the date of the injury and while his or her coverage under this supplement is in force.

What is the amount of accidental death and dismemberment benefit?

The amount of the benefit payable for all other losses shall be a percentage of the insured's principal sum.

The percentage is determined by the type of loss as shown in the certificate to which this policy rider is attached.

When will the business travel accident benefit be payable?

We will pay the business travel accident benefit upon receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of a covered accidental injury meeting the requirements of the applicable Description(s) of Hazards. All payments by us are payable from our home office.

The benefit will be paid in a single sum or in any other method agreeable to us and the beneficiary. We will pay interest on the benefit from the date of the insured's death or dismemberment until the date of payment. Interest will be at an annual rate determined by us, but never less than 0.1% per year compounded annually or the minimum required by state law, whichever is greater.

To whom do we pay the benefit?

In the case of an insured's accidental death, the benefit will be paid to the beneficiary or beneficiaries in accordance with the Death Benefit section of the group policy, including the policy provisions for payment when there is no eligible beneficiary. The benefit for other losses sustained by an insured will be paid to the insured, if living, otherwise to his or her estate.

Description(s) of Hazards

What are the Description(s) of Hazards?

The description(s) of hazards explains the circumstances under which a loss due to an accidental injury will be eligible for a payment under this supplement.

I. Description of Hazards – Policyholder Aircraft-Passenger Only Applicable to Classes 1a, 1b, 2a, 2b, 3a, 3b, 4a, 4b, 5a, 5b, & 8

This Description of Hazards covers injuries that happen to an insured anywhere in the world, while on the business of the policyholder and while riding in (includes getting on or off or being struck by) a policyholder aircraft, civil aircraft or military transport which is piloted by a properly licensed pilot with the policyholder's consent and is not being used for specialized aviation activities.

In addition to the exclusions in the General Exclusions section of this supplement, this Description of Hazards does not cover any loss caused directly or indirectly by, resulting from, or where there is a contribution from, travel in or descent from any aircraft unless the employee is flying as a properly covered and certified pilot or crew member on a covered policyholder owned or leased

aircraft, and the aircraft is not being used for specialized aviation activities.

II. Description of Hazards – Unlawful and Intentional Death. Applicable to Classes 1a & 1b, 2a & 2b

This Description of Hazards applies to employees while they are performing their assigned duties and while on the business of the Policyholder when the unlawful and intentional death of the insured employee occurs.

III. Description of Hazards – Fresh Pursuit Coverage for Police Officers and Firefighters. Applicable to Class 1a & 2a

This Description of Hazards covers accidental death resulting from a police officer's:

- 1) response to fresh pursuit
- 2) response what is reasonably believed to be an emergency;
- 3) response to or at the scene of a traffic accident;
- 4) while enforcing any traffic law or ordinance.

This Description of Hazards also covers accidental resulting from a firefighter's:

- 1) response to what is reasonably believed to be an emergency involving the protection of life or property.

Fresh pursuit means the pursuit of a person who has committed or is reasonable suspected of having committed a felony, misdemeanor, traffic infraction or violation of a county or municipal ordinance. Fresh Pursuit shall not imply instant pursuit, but pursuit without reasonable delay.

General Exclusions

This supplement does not cover any loss caused by or resulting from:

- (1) intentionally self-inflicted injury whether sane or insane; or
- (2) suicide or attempted suicide, whether sane or insane; or
- (3) war or any act of war, declared or undeclared; or
- (4) service in the military of any nation.

Additional Benefits

Unless stated otherwise, additional benefits are payable to the same person or persons who receive the accidental death and dismemberment benefits.

Additional benefits are paid in addition to any accidental death and dismemberment benefits described in the Accidental Death and Dismemberment section, unless

otherwise stated.

All provisions of this supplement, including but not limited to the General Exclusions section shall apply to these additional benefits.

Child Care Benefit

What is the child care benefit?

If an insured employee dies as a result of a covered accident and he or she is survived by his or her spouse and one or more dependent children under age 11, we will pay additional benefits to reimburse the surviving spouse for child care expenses they incur for the insured employee's dependent children while under age 11.

The qualifying employee's dependent children must also be dependent on the surviving spouse for a benefit to be considered.

The benefit for each child per year will be the lesser of:

- (1) \$2,000; or
- (2) incurred child care expenses.

Child care expenses are those expenses which are for a service or supply furnished by a licensed child care provider or facility for a dependent child's care. No payment will be made for expenses incurred more than two years after the date of the insured employee's death or for expenses incurred for dependent children over age 11.

Proof of incurred child care expenses by the surviving spouse shall be required before any benefit payment is made. The child care benefit will be paid to the surviving spouse.

Dependent Child Education Benefit

What is the dependent child education benefit?

We will pay an education benefit on behalf of the insured's dependent children if an insured employee dies as a result of a covered accident and is survived by one or more insured dependent children, provided that:

- (1) at the time of the insured employee's death, the dependent child is enrolled as a full-time student at an accredited post-secondary educational institution (however, no benefit will be payable for the current school year); or
- (2) the dependent child enrolls on a full-time basis in an accredited post-secondary educational institution within one year of the employee's death.

The benefit payable will be the lesser of:

- (1) the actual tuition charged, exclusive of room and board; or

- (2) \$2,000.

The benefit will be payable at the beginning of each school year for a maximum of four consecutive years, but not beyond the date the child attains age 25. The benefit will be paid to the insured dependent child if he or she is of legal age.

If the insured dependent child is not of legal age the benefit will be paid to the person who provides proof they have paid or will pay the tuition bill for that school year. Proof of enrollment and tuition costs are required for each school year.

Spouse Education Benefit

What is the spouse education benefit?

We will pay an education benefit on behalf of the employee's spouse if an insured employee dies as a result of a covered accident and is survived by his or her spouse, provided that the spouse enrolls in a program of higher education within 12 months after the employee's death.

The benefit payable will be the least of:

- (1) the actual tuition charged for all such education; or
- (2) \$2,000.

Only expenses occurring within 3 years after the date of the employee's death will be eligible for reimbursement.

Termination

When does an insured's coverage under this supplement terminate?

An insured's coverage ends on the earliest of:

- (1) the date this supplement terminates; or
- (2) the date the insured ceases to be in an eligible class; or
- (3) 31 days (the grace period) after the due date of any premium contribution which is not paid.

When does this supplement terminate?

This supplement will terminate on the earlier of:

- (1) the date requested from the policyholder to terminate the Business Travel Accident Policy Rider; or
- (2) the date the group policy is terminated.

Additional Information

Do we have the right to obtain independent medical verification?

Yes. We retain the right to have an insured medically examined at our expense whenever a claim is pending and, where not forbidden by law, we reserve the right to have an autopsy performed in case of death.

Can insurance under this supplement be converted to a policy of individual insurance upon termination?

No. Coverage under this supplement will not be included in any insurance issued under the conversion right section of the group policy.



Secretary



President

Notice

Minnesota Life Insurance Company - a Securian Financial company
400 Robert Street North, St. Paul, MN 55101-2098

If you have any questions regarding your coverage, or if you need assistance in resolving a complaint, you can contact us at:

**Minnesota Life Insurance Company
400 Robert Street North
St. Paul, Minnesota 55101-2098**

**Telephone Number: 651-665-3500
Business hours 7am - 5pm Central Time Monday - Friday**

MINNESOTA LIFE

400 Robert Street North • St Paul, Minnesota 55101-2098

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY • NONPARTICIPATING


Minnesota Life Insurance Company

A Securian Financial company

Benefit Services

P.O. Box 64114

St. Paul, MN 55164-0114

REGARDING -

October 11, 2023

For Claim Information

www.securian.com/benefits

 1-888-658-0193
 1-877-494-8401 fax

CLAIM NUMBER: 1582868
CLAIM FOR: Terrell K Jordan

Dear The Vaka Law Group, P.L.:

We are writing regarding a claim filed on behalf of Terrell K Jordan. We extend our sincere condolences for your loss.

As you are aware, we have been reviewing this claim for possible accidental death benefits. Our investigation and review have now been completed. We must deny liability for the accidental death benefits. We have not received sufficient proof that Mr. Jordan's death resulted directly and independently of all other causes from an accidental bodily injury as defined by the policies. Additionally, a policy exclusion precludes payment of benefits. Please allow me to explain.

The Accidental Death and Dismemberment Certificate Supplement for policy #34641 under which Mr. Jordan was insured states:

When will the accidental death and dismemberment benefit be payable?

We will pay the AD&D benefit upon receipt at our home office of written proof satisfactory to us as that the insured died or suffered dismemberment as a result of an accidental injury.

What does accidental death or dismemberment by accidental injury mean?

Accidental death and dismemberment by accidental injury as used in this supplement means that an insured's death or dismemberment results, directly and independently of all other causes, from an accidental bodily injury which is unintended, unexpected and unforeseen. The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

Mr. Jordan's death certificate indicates that he passed of natural causes due to covid-19. The injury fields are blank. The information received states that Mr. Jordan was working as a Miami-Dade Corrections and Rehabilitation officer until 8/19/2021. He tested positive for COVID-19 on 8/22/2021, was hospitalized, and passed away 9/29/2021.

To date, we have received insufficient evidence to prove that Mr. Jordan's death resulted, directly and independently of all other causes, from an accidental bodily injury which was unintended, unexpected and unforeseen. There is no evidence that Mr. Jordan sustained a bodily injury which was visible by a contusion or wound, or that a bodily injury was the sole cause of his death. Therefore, Mr. Jordan's loss does not constitute a covered loss under the terms of the policy and no accidental death benefits are payable.

Additionally, policy #34641 contains the following exclusion:

In no event will we pay the accidental death or dismemberment benefit where the insured's accident death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

(4) bodily or mental infirmity, illness or disease;

As detailed above, Mr. Jordan passed of natural causes due to COVID-19. That is, his death was caused directly or indirectly by, resulted from, or there was a contribution from bodily or mental infirmity, illness or disease. Therefore, the above exclusion applies and precludes the payment of any benefits.

Mr. Jordan was also covered under Policy #34687 which states:

When will the business travel accident benefit be payable?

We will pay the business travel accident benefit upon receipt at our home office of written proof satisfactory to us that the insured died or suffered dismemberment as a result of a covered accidental injury meeting the requirements of the applicable Description(s) of Hazards.

What does accidental death or dismemberment by accidental injury mean?

Accidental death or dismemberment by accidental injury as used in this rider means that an insured's death or dismemberment results, directly and independently of all other causes, from an accidental injury which is unintended, unexpected, and unforeseen.

The bodily injury must be evidenced by a visible contusion or wound, except in the case of accidental drowning. The bodily injury must be the sole cause of death or dismemberment.

The injury must occur while the insured's coverage under this rider is in force. The injury must be sustained under the circumstances of the Description(s) of Hazards that apply to the insured. The insured's death or dismemberment must occur within 365 days after the date of the injury and while his or her coverage under this rider is in force.

What are the Description(s) of Hazards?

The description(s) of hazards explains the circumstances under which a loss due to an accidental injury will be eligible for a payment under this supplement.

Unlawful and Intentional Death

This Description of Hazards applies to employees while they are performing their assigned duties and while on business of the Policyholder when the unlawful and intentional death of the insured employee occurs.

Fresh Pursuit Coverage for Police Officers and Firefighters

This Description of Hazards covers accidental death resulting from a police officer's:

- 1) response to fresh pursuit
- 2) response to what is reasonably believed to be an emergency;
- 3) response to or at the scene of a traffic accident; or
- 4) while enforcing any traffic law or ordinance.

...

Fresh pursuit means the pursuit of a person who has committed or is reasonable suspected of having committed a felony, misdemeanor, traffic infraction or violation of a county or municipal ordinance. Fresh Pursuit shall not imply instant pursuit, but pursuit without reasonable delay.

Line of Duty Hazard

If an insured employee is a law enforcement officer or firefighter as defined under Florida Statutes

112.19 and 112.191 (hereinafter "public safety officer") and suffers a covered loss which occurs while he or she is performing his or her customary duties for the employer, we will pay a benefit for the covered loss as provided in the section entitled, "What is the amount of the accidental death and dismemberment benefit?"

The loss must be incurred while the member is taking action that by rule, regulation, law or condition of employment that they are obligated or authorized to perform as a public safety officer. The action must be taken in the course of reducing crime, criminal law enforcement, public safety response, or fire suppression, including such action taken in response to an emergency while off duty. For public safety officers, Line of Duty includes social ceremonial or athletic functions to which the member is assigned and for which they are paid as a public safety officer by the policyholder.

First, there is no proof that Mr. Jordan contracted COVID-19 while on duty. Furthermore, for the same reasons as detailed in regards to Policy #34641, Mr. Jordan's death does not meet the definition of a covered loss under Policy #34687 as it was not due to an unintended, unexpected, and unforeseen bodily injury evidenced by a visible contusion or wound which was the sole cause of his passing. Therefore, no benefits are payable under Policy #34687.

If you have any additional information that you would like us to review, please submit this to our office. We reserve the right to rely upon any other provisions during this review.

We are here to assist you during this difficult time. Please do not hesitate to call the toll-free number listed at the top of this letter if you have any questions. When calling, please have the claim number listed above available.

Sincerely,

Colleen

